



A Company Limited by Guarantee
(No 4131036)

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
CARERS IN HERTFORDSHIRE

Amended and agreed by
Members of Carers in Hertfordshire at the
Extraordinary General Meeting held on 31 March 2016

Carers in Hertfordshire, The Red House, 119 Fore Street, Hertford, SG14 1AX
Tel: 01992 58 69 69
Registered Charity Number: 1085491 www.carersinherts.org.uk

THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF CARERS IN HERTFORDSHIRE

1 Name of Company

The name of the Company is **Carers in Hertfordshire**, called in this document “the Company”.

2 Registered Office

The registered office of the Company will be in England and Wales.

3 Objects of the Company

- (a) To relieve the poverty and sickness and mental suffering amongst persons who are caring for people who are elderly, disabled or chronically sick (hereinafter called “Carers”) and the relief of such elderly, disabled or chronically sick persons by provision of information and support for those responsible for their care, the establishment of Carers’ centres and the provision of respite services by community based care attendants and, at the discretion of the trustees, to provide such care attendants for elderly, disabled or chronically sick persons living alone.
- (b) To advance public education concerning the care and treatment of those requiring care and treatment because of age, disability or sickness.
- (c) To undertake any other charitable activity.

4 What the Company may do

The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:

- (a) to provide a platform for carers’ issues and the voice of carers;
- (b) to be a lobbying and advocacy body;
- (c) to reach out to all carers;
- (d) to raise the profile of carers issues through development work and public information;
- (e) to ensure information and training is readily available to carers;
- (f) to manage Carers Centres to provide a focal point for carers activities;
- (g) to promote the development of services to support carers and encourage good practice and quality standards for services use by carers;
- (h) to promote carers’ participation in Community Care planning;

- (i) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Company may need for its Objects;
- (j) to employ and pay any employees, officers, servants and professional or other advisers;
- (k) subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way;
- (l) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity;
- (m) to promote, encourage or undertake study or research and disseminate the results of such;
- (n) to produce, print and publish anything in written, oral, visual or electronic media in furtherance of the objects;
- (o) to provide or procure the provision of services training consultancy advice support counselling and guidance in furtherance of the objects or any of them;
- (p) to promote and advertise the Company's activities;
- (q) to invest any money that the Company does not immediately need in any investments, securities or properties;
- (r) to undertake any charitable trust or any charitable agency business which may promote the Company's Objects;
- (s) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants;
- (t) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the Company;
- (u) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Company through trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same if the Members of the Executive Committee see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies;
- (v) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same or similar to its own;

- (w) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements;
- (x) to transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join;
- (y) to open and operate banking accounts and other banking facilities;
- (z) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects;
- (aa) to insure any risks arising from the Company's activities;
- (bb) to insure the Board against the costs of a successful defence to a criminal prosecution brought against them as Board members or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Board members concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- (cc) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners;
- (dd) to pay all the expenses and costs of establishing this Company;
- (ee) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
 - (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
 - (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report any transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them;
 - (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (v) the Company shall be bound to review the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
 - (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;

- (ff) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.

5 Use of income and property

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the charity and no member of the Board may be appointed to any office of the charity paid by salary or fees or receive any remuneration or other benefit in money's worth from the Company except as shown below under 'Allowed Payments'.

6 Allowed Payments

The Company may pay:

- (a) Reasonable and proper payment to any officer or servant of the Company who is not a member of the Board for any services to the Company.
- (b) Reasonable and proper remuneration to a member of the Board for services actually rendered to the Company including the usual professional charges for services provided or business done by any member of the Board who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT:
 - (i) the number of members of the Board so remunerated shall not exceed a minority of the quorum of the members of the Board;
 - (ii) such member of the Board shall be absent from all meetings at which the terms and conditions of his or her employment with the Company are discussed;
 - (iii) such member of the Board shall not vote on any resolution relating to his or her employment;
 - (iv) the other members of the Board are satisfied that his employment, or that his or her firm, is both necessary and expedient in the interests of the Company.
- (c) Interest on the money lent by any member of the Company or the Board. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is greater.
- (d) Reasonable out-of-pocket expenses to any member of the Board.
- (e) Reasonable and proper payment to a company of which a member of the Board holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any member of the Company or its Board.

- (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum.
- (h) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Company or the Board shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member.

7 Alterations to this Memorandum

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and a 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote on agree.
- 7.2 Alterations may only be made to the objects of the Company or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Company may be used with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8 Limited Liability

The liability of the members is limited.

9 Guarantee by Members of the Company

Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if:

- (a) The Company is wound up while he or she is a member or within a year afterwards; and
- (b) The Company has debts or liabilities which it cannot meet out of its assets.

10 Winding-up of the Company

If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association.

The institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done the property shall be given to some other charity or charitable object.

11 Subscribers

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association.

Signatures, addresses and occupations of subscribers

An electronic record of members is available on the Carers in Hertfordshire database.

Dated this day of

Witness to the above signatures:

Name

Address

Occupation

THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF CARERS IN HERTFORDSHIRE

1 Meaning of words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:

| 1.2 | Words | Meanings |
|-----|--------------------|--|
| | Act | The Companies Acts 1985 and 1989 And as amended by subsequent Acts |
| | The Company | Carers in Hertfordshire |
| | The Articles | These Articles of Association |
| | The Board | The Board of the Company whose members are the Directors of the Company and as such are charity trustees |
| | The Office | The registered office of the Company |
| | The Seal | The common seal of the Company |
| | The United Kingdom | Great Britain and Northern Ireland |
| | Month | Calendar month |
| | In writing | Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form |

1.3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles provided they are consistent with the subject or context.

1.6 Headings are not part of the Memorandum or Articles

2 The Constitution of the Company; Rights of Inspection by Members

2.1 The Company is established for the Objects shown in the Memorandum of Association.

- 2.2 A copy of the Memorandum and Articles and any rules the Board make must be available for inspection at the Office. Any member must be given a copy of these upon payment of a reasonable fee fixed by the Board.

3 Members

- 3.1 The number of members of the Company is unlimited.
- 3.2 The Company must keep at the Office a register of members showing their name, address and date of membership.
- 3.3 The register is available for inspection.

4 Membership

- 4.1 Membership is open to the following:
- 4.2 Individual Members
- (a) The Subscribers
 - (b) Anyone aged 18 or over that the Board decides to admit to membership.
- 4.3 Corporate Members
- Corporate Members are the organisations whom the Board decides to admit to membership.
- 4.4 When an Organisation becomes a Corporate Member it must give a copy of its constitution (if any) to the Company.
- 4.5 Each Corporate Member has the right to appoint one representative. At any time by giving notice in writing to the Company, the Corporate Member can cancel the appointment of its representative and appoint another instead. The Corporate Member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.
- 4.6 Corporate Members stop being members in the same way as Individual Members stop being members.
- 4.7 Associate members – Anyone under the age of 18 that the Board decides to admit to membership. Associate members have no voting rights.

5 No transfer of Membership

- 5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person.

6 Ending of Membership

- 6.1 A member stops being a member of the Company if:
- (a) the member resigns from membership by giving notice in writing to the Company;
 - (b) membership is ended under Article 7;
 - (c) the member's subscription (if any) remains unpaid six months after it is due and the Board resolves to end that person's membership.
- 6.2 However, the Board may make a resolution allowing anyone no longer eligible for membership to remain a member on such terms as it thinks fit.

7 Removal from Membership

- 7.1 The Board may suspend the rights of any member by giving him or her notice in writing of the suspension.
- 7.2 Within 28 days of receiving that notice the member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Board. The member has the right to be heard at the meeting. The meeting must either confirm the suspension, in which case the person is out of membership, or lift the suspension.

8 General Meetings

- 8.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next.

9 Extraordinary General Meetings

- 9.1 All general meetings except annual general meetings are called extraordinary general meetings.

10 Calling of Extraordinary General Meetings

- 10.1 The Board may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if three members or 5% of the members of the Company request it.

11 Notice of General Meetings

- 11.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of meeting. If special business is to be discussed, full details or the general nature of the business is to be given. Notice of the meeting must be given to everyone entitled by those articles to receive it.

11.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it; or
- (b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company members who have voting rights.

12 Ordinary and Special Business at General Meetings

At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of the Board and Auditors, the election of members of the Board in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors.

13 Quorum

Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum exists if, in addition to any members of the Board present, 10 members are present.

14 Adjournment if no Quorum

If the meeting is called by demand of the members, it must be dissolved if, within half an hour of the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Board may decide.

If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

15 Chairperson

15.1 The chairperson (if any) of the Board must preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the members of the Board present must elect one of their number to be Chairperson of the meeting.

16 Election of Chairperson by Members

If at any meeting no member of the Board is willing to act as Chairperson or if no member of the Board is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chairperson of the meeting.

17 Adjournment of the Meeting

The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

18 Voting on Resolutions

At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chairperson or at least two members who are present. No proxy votes are allowed.

19 Declaration of Chairperson is Final

Unless a poll is demanded, the Chairperson's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proposition of the votes need not be entered in the minute book.

The demand for a poll may be withdrawn.

20 When a poll is taken

A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.

The Chairperson will decide how a poll will be taken. The results of a poll will be treated as a resolution of the meeting.

21 Voting and Speaking

Every member has one vote, including the Chairperson save that Associate members have no voting rights. If the votes are level, the Chairperson has a casting vote.

A member of the Board shall have the same rights to attend and speak as a member even if he or she is not a member.

22 Written agreement to Resolution

Unless the law says otherwise, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

- (a) it must be in writing;
- (b) it must be signed by all those members (or their duly authorised representatives) entitled to receive notice to attend general meetings;
- (c) it may consist of two or more documents in identical form signed by members.

23 Management by members of the Board

23.1 The business of the Company is managed by the Board. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the members of the Board are at all times governed first by the Act, second by the Memorandum and Articles and third by any regulations that a general meeting may prescribe.

23.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the members of the Board which would otherwise have been valid.

24 Powers of the Board

The Board may subject to such consents as the law requires use of all the powers of the Company to:

- (a) borrow money;
- (b) mortgage or charge its property or any part of it;
- (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party;
- (d) resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

25 Payment of Subscriptions

All members must pay the subscriptions that the Board Committee may decide from time to time.

26 Cheques and Bills etc

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board decides from time to time and cheques shall be signed by two Board members unless the Board otherwise decides.

27 Indemnity of members of the Board

27.1 In the management of the affairs of the Company no member of the Board shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other member hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any member hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

27.2 Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Board may otherwise be entitled every member of the Board or other officer of the Company shall be indemnified out of the assets of the Company against any liability against him or her in defending any proceedings whether civil or criminal in which judgement was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

28 Payment of reasonable expenses to members of the Board

The members of the Board may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the Memorandum of Association.

29 The keeping of minutes

The Board must have minutes entered in the minute books:

- (a) of all appointments of officers by the Board;
- (b) of all the names of the members of the Board present at each of its meetings and of any committee of the members of the Board;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Company;
 - (ii) The Board;
 - (iii) Sub-committees of the Board.

30 The Make-up of the Board

30.1 The first Board consists of these people named in Statement of First Directors filed under Section 10 of Act and sent to the Register of Companies when the Company is formed or appointed by them. They hold the office until the first annual general meeting. After that, the Board consists of:

- (a) not less than six and no more than eighteen persons elected by individual and corporate members. No members shall be elected unless they receive 25% of all votes of those present and voting at the annual general meeting;
- (b) not more than five additional members co-opted at any time by the Board.

30.2 Not less than three months prior to the annual general meeting, the Company Secretary shall write to the members seeking nominations for elected positions. No-one may stand unless a written notice nominating them is received by the Company Secretary at least 8 weeks prior to the AGM. Voting decisions shall be by secret ballot at the AGM.

30.3 No less than half the members of the Board should be carers.

30.4 If during the period of office, a carer's dependant shall die, the Company will continue to regard that individual as a carer until the next Annual General Meeting following a period of two chronological years from that event. A bereaved carer may remain a member of the Board after that time, provided that there continues to be a 50% representation of carers on the Board.

30.5 Representatives of funders should be appointed to the Board, such individuals may not have voting rights.

31 Retirement of members of the Board

31.1 At each annual general meeting one-third of the Board both elected and co-opted shall retire but all are eligible for re-election. Those longest in office since co-option or election shall retire first. In the case of an equality period of service in default of agreement between the members, those to be retired shall be selected by lot.

32 Changes in Make-up and Number of the Board

The make-up and number of the Board may be varied but not reduced below three. Variation can only be by an ordinary resolution approved by a general meeting by a majority vote of the members present at the meeting.

33 Notification of Change of members of the Board to the Registrar of Companies

All appointments, retirements or removals of directors must be notified to the Registrar of Companies.

34 Filling vacancies in the membership of the Board and Co-option

34.1 The Board can appoint anyone to fill a vacancy in the membership of the Board. They will hold office until the next annual general meeting. The Board may also co-opt up to five additional persons onto the Board at any one time. They will be eligible for re-election and may vote at meetings of the Board.

35 Ending of Board Membership

A member of the Board must cease to be a member if he or she:

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from membership of the Board because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least two members of the Board will remain in office when the resignation takes effect; or
- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract;

- (f) is removed from office; or
- (g) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of Board member concerned and considered the matter in the light of any such views.

36 Removal of a member of the Board by a General Meeting

A general meeting of the Company may remove any member of the Board before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member may say.

Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the member of the Board concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read at the meeting.

37 Removal of a member of the Board by the Board

If a member of the Board fails to attend three consecutive meetings of the Board, the Board may resolve that he or she be removed from the Board. The member must be given at least 7 days' notice of the resolution.

38 Meetings of the Board

The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chairperson. If the votes are equal, the Chairperson has a casting vote.

A member of the Board may, and the Secretary if requested by a member of the Board must, summon a meeting of the members of the Board.

Notice of a meeting need not be given to any member of the Board who is out of the United Kingdom at the time of the meeting.

39 Officers of the Board

The Board may elect a Chairperson, Secretary, Treasurer and any other officers that it wishes.

40 Quorum of the Board

A general meeting of the Company must fix the quorum necessary for business to be done at a Board meeting. The quorum must be at least a third of the membership of the Board subject to a minimum of three.

41 Vacancies on the Board

The Board may act despite any vacancy on the committee. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Company.

42 A Resolution may be Approved by Signature Without a Meeting

A resolution in writing signed by all the members of the Board or any sub-committee is as valid as if it had been passed at a properly held meeting of the Board or sub-committee. The resolution may consist of several documents in the same form signed by one or more members of the Board or sub-committee.

43 Validity of Acts Done at Meetings

It may be discovered that there was some defect in the appointment of a member of the Board or someone acting as a member or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Board is as valid as if there were no defects or disqualification.

44 Delegation of Board Powers to Sub-Committees

The Board may delegate the administration of any of its powers to Committees consisting of two or more of its members. A sub-committee must conform to any regulations that the Board imposes on it.

The members of the Board on the sub-committee may (unless the Board directs otherwise) co-opt any person or people to serve on the sub-committee.

All acts and proceedings of the sub-committee must be reported to the Board as soon as possible.

45 Chairperson of Sub-Committees

A sub-committee may elect a Chairperson of its meetings if the Board does not nominate one.

If at any meeting the sub-committee's Chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chairperson of the meeting.

46 Meetings of Sub-Committees

A sub-committee may meet and adjourn whenever it chooses.

Questions at the meeting must be decided by a majority of votes of the members present.

The sub-committee must have minutes entered in minute books. Copies of these minutes must be given to all members of the Board.

COMPANY SECRETARY

47 Appointment and Removal of the Company Secretary

The members of the Board appoint the Company Secretary. They decide his or her period of office, pay (if not a member of the Executive Committee) and conditions of service. They may also remove the Company Secretary.

48 Actions of Directors and Company Secretary

48.1 The Act says that some actions must be taken both by a member of the company Board (a Director) and by the Company Secretary. If one person is both a member of the Board and the Company Secretary, it is not enough for him or her to do the action first as a Board member and then as Company Secretary.

49 The Seal

If the Company shall decide to use a Company Seal the Board must provide safe custody of the seal.

The Seal may only be used as the authority of the Board or of a sub-committee authorised by the Board to use it.

Everything to which the Seal is affixed must be:

- (a) signed by a member of the Board; and
- (b) countersigned by the Company Secretary or by a second member of the Board or by some other person appointed by the Board for that purpose.

ACCOUNTS

50 Proper Accounts must be Kept

50.1 The Board must have proper books of account kept in accordance with the law. In particular, the books of account must show:

- (a) all amounts received and spent by the Company, and for what;
- (b) all sales and purchases by the Company;
- (c) the assets and liabilities of the Company.

50.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account.

51 Books must be Kept at the Office

The books of account must be kept at the Registered Office of the Company or at other places decided by the Board. The books of account must always be open to inspection by members of the Board.

52 Inspection of Books

The Board must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Board. A member who is not on the Board may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Board or a general meeting.

53 Profit and Loss Account and Balance Sheets

The Board must, for each accounting reference period, put before a general meeting of the Company:

- (a) any statement of financial activities and income and expenditure accounts;
- (b) a report by the Board on the state of the Company as required by the law;
- (c) a balance sheet; and
- (d) such other reports statements or accounts as are from time to time required by law.

The Board must file with the Companies Registrar the annual returns that are required.

54 Copies for Members

- (a) A summary of the Annual Accounts and Directors' Report to be provided to members by post or email 21 days before the date of the general meeting.
- (b) A copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting; a copy of any report from Reporting Accountants or Auditors; and a copy of the report of the members of the Board, to be available to be downloaded from the Company website, 21 days before the date of the general meeting.
- (c) A hard copy of the full set of documents to be posted to any member who requests it.

This Article does not require a copy of these documents to be provided to anyone whose address the Company does not know.

55 Appointment of Reporting Accountants or Auditors

The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this legal requirement.

56 Service of Notices

The Company may give notice to any member either personally, electronically, or by delivering it or sending it by ordinary post to his or her registered address. If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given for that purpose. If a notice is sent by post, it will be treated as having been served by properly pre-paying and posting a sealed envelope containing the notice. The notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post.

A document or information sent or supplied by the Company to a member in electronic form shall be deemed to have been received by the member on the day following that on which the document or information was sent or supplied to the member. Such a document or information shall be deemed received by the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends a hard copy of such document or information by post to the member.

A document or information sent by the Company to a member by means of a website shall be deemed to have been received by the member:

- (a) when the document or information was first made available on the website; or
- (b) if later, when the member is deemed to have received notice of the fact that the document or information was available on the website. Such a document or information shall be deemed received by the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends a hard copy of such document or information by post to the member.

57 Accidental Omission of Notice

Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

58 Who is Entitled to Notice of General Meetings

Notice of every general meeting must be given to:

- (a) every Member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) reporting Accountants or Auditor of the Company;
- (c) all members of the Board; and
- (d) all those with rights of nomination to the Board (if any).

No-one else is entitled to receive notice of general meetings.

59 Alteration of the Articles

The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 days notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour of. Such a resolution may be passed on shorter notice if 95% of members having the right to vote agree.

No alteration may be made to an article which directs or restricts the way monies or property of the Company may be used without the Charity Commission's prior written approval.

60 **Dissolution of the Company**

The Board or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings.

Any surplus must be used in accordance with the provisions of the Memorandum of Association.

Signatures, addresses and occupations of subscribers

An electronic record of members is available on the Carers in Hertfordshire database.

Dated this day of

Witness to the above signatures:

Name

Address

Occupation